

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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AMANDA SEDACA ROSENBERG,

Plaintiff,

- against -

NEW YORK CITY DEPARTMENT OF  
EDUCATION AND JORGE MITEY,

Defendants.  
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**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISCONTINUANCE**

**09 CV 4016 (CBA) (LB)**

**WHEREAS**, plaintiff Amanda Sedaca-Rosenberg (“Plaintiff”) commenced this action on or about September 17, 2009, claiming that defendants discriminated against her in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, et seq., 42 U.S.C. § 1983, 42 U.S.C. § 1985, the New York State Human Rights Law, New York Executive Law §§ 290, et seq., the New York City Human Rights Law, NYC Administrative Code §§ 8-101, et seq., tortiously interfered with her employment and prospective business relationships, and intentionally inflicted emotional distress; and

**WHEREAS**, plaintiff filed an amended complaint on or about July 2, 2010, claiming that defendants discriminated and retaliated against her in violation of Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681, et seq., 42 U.S.C. § 1983, 42 U.S.C. § 1985, the New York State Human Rights Law, New York Executive Law §§ 290, et seq., and the New York City Human Rights Law, NYC Administrative Code §§ 8-101, et seq.; and

**WHEREAS**, defendant Jorge Mitey denies any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve all of the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY AGREED**, by and among the undersigned, as follows:

1. The above-captioned action is hereby discontinued as to defendant Jorge Mitey with prejudice and without costs, fees, disbursements, or expenses to any party except as specified in paragraph "2" below.

2. In full satisfaction of any and all claims brought against defendant Jorge Mitey, defendant Jorge Mitey agrees to pay plaintiff the amount of Five Thousand Dollars (\$5,000.00) (the "Settlement Amount") in damages to be made payable to Karl Stoecker, Esq., as attorney. It is agreed that the payments described in this stipulation and order of settlement and discontinuance shall be in full satisfaction of all claims that were or could have been raised by plaintiff in this action, including all claims for costs, expenses and attorney fees.

3. In consideration of the parties' mutual undertakings as described herein, plaintiff agrees to the dismissal with prejudice of any and all rights of action or claims against defendant Jorge Mitey, and his successors and assigns, and the parties hereto agreed to mutually release each other from any and all claims, liabilities or causes of action which the parties may have or which could have been asserted by them based on any act, omission, event or occurrence resulting from anything which has happened up to now and including the date of the execution of this Stipulation and Order of Settlement and Discontinuance, whether known or unknown, including, but not limited to, any and all claims which were or could have been alleged by plaintiff in the amended complaint in this action, including all claims for attorney's fees, costs and expenses.

4. Nothing contained herein shall be deemed to be an admission of the truth of any of the allegations set forth in the amended complaint, or an admission by defendant Jorge Mitey that he has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, the BOE, or the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the BOE or of the City of New York. The parties agree that this stipulation is not related to any other litigation or settlement negotiations and that it will not be offered as evidence in any proceeding except to enforce the terms of this settlement.

5. This Stipulation and Order of Settlement and Discontinuance contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order of Settlement and Discontinuance shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
February 27, 2012

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By: \_\_\_\_\_

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By: \_\_\_\_\_

Christopher M. Callagy  
Of Counsel

SO ORDERED:

\_\_\_\_\_  
U.S.D.J.

\_\_\_\_\_  
Date